

Thomas P. Riley, SBN 194706
LAW OFFICES OF THOMAS P. RILEY, P.C.
First Library Square
1114 Fremont Avenue
South Pasadena, CA 91030-3227

Tel: 626-799-9797
Fax: 626-799-9795
TPRLAW@att.net

Attorneys for Plaintiff
Joe Hand Promotions, Inc.

UNITED STATES DISTRICT COURT
FOR THE
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

JOE HAND PROMOTIONS, INC.,
Plaintiff,

vs.

BASS ALSHELEH A/K/A BASEM H.
ALSHELEH, individually and d/b/a
CAMPBELL CIGAR CLUB,

Defendant.

Case No.:
COMPLAINT

PLAINTIFF ALLEGES:

JURISDICTION

1. Jurisdiction is founded on the existence of a question arising under particular

1 statutes. This action is brought pursuant to several federal statutes, including the
2 Communications Act of 1934, as amended, Title 47 U.S.C. 605, *et seq.*, and The
3 Cable & Television Consumer Protection and Competition Act of 1992, as
4 amended, Title 47 U.S. Section 553, *et seq.*, and California B&P Section 17200, a
5 California state statute.

6
7 2. This Court has jurisdiction of the subject matter of this action pursuant to 28
8 U.S.C. Section 1331, which states that the District Courts shall original jurisdiction
9 of all civil actions arising under the Constitution, laws, or treaties, of the United
10 States. This Court has subject matter jurisdiction over the state law claims pursuant
11 to 28 U.S.C. § 1367 (supplemental jurisdiction).

12
13 3. This Court has personal jurisdiction over the parties in this action as a result
14 of the Defendant's wrongful acts hereinafter complained of which violated the
15 Plaintiff's rights as the exclusive commercial domestic distributor of the televised
16 fight *Program* hereinafter set forth at length. The Defendant's wrongful acts
17 consisted of the interception, reception, publication, divulgence, display, exhibition,
18 and tortious conversion of said property of Plaintiff within the control of the
19 Plaintiff in the State of California constituting an unfair business practice in
20 violation of the law, including specific California state statutes, more particularly set
21 forth below.

22 VENUE

23
24 4. Pursuant to Title 47 U.S.C. Section 605, venue is proper in the Northern
25 District of California, because a substantial part of the events or omissions giving
26 rise to the claim occurred in this District and/or because, *inter alia*, Defendant reside
27 within the State of California (28 U.S. C. § 1391 (b) and 28 U.S.C. § 84(c)(2)).
28

INTRADISTRICT ASSIGNMENT

5. Assignment to the San Jose Division of the Northern District of California is proper because a substantial part of the events or omissions giving rise to the claim occurred in Santa Clara County and/or the United States District Court for the Northern District of California has decided that suits of this nature, and each of them, are to be heard by the Courts in this particular Division.

THE PARTIES

6. Plaintiff, Joe Hand Promotions, Inc. is, and at all relevant times mentioned was, a Pennsylvania corporation with its principal place of business located at 407 E. Pennsylvania Blvd., Feasterville, Pennsylvania 19053.

7. Defendant Bass Alsheleh a/k/a Basem H. Alsheleh is an owner, and/or operator, and/or licensee, and/or permittee, and/or person in charge, and/or an individual with dominion, control, oversight and management of the commercial establishment doing business as Campbell Cigar Club operating at 831 Union Avenue, Campbell, California 95008.

8. Defendant Bass Alsheleh a/k/a Basem H. Alsheleh is the sole individual identified as the Business Owner of Campbell Cigar Club on the Campbell Cigar Club business license issued by the City of Campbell (License No. 027827).

9. Plaintiff is informed and believes, and alleges thereon that on January 31, 2015 (the night of the *Program* at issue herein, as more specifically defined in paragraph 14), Defendant Bass Alsheleh a/k/a Basem H. Alsheleh had the right and ability to supervise the activities of Campbell Cigar Club, which included the unlawful interception of Plaintiff's *Program*.

1 10. Plaintiff is informed and believes, and alleges thereon that on January 31,
2 2015 (the night of the *Program* at issue herein, as more specifically defined in
3 paragraph 14), Defendant Bass Alsheleh a/k/a Basem H. Alsheleh, as the sole
4 individual specifically identified as the owner of Campbell Cigar Club, had the
5 obligation to supervise the activities of Campbell Cigar Club, which included the
6 unlawful interception of Plaintiff's *Program*.

7
8 11. Plaintiff is informed and believes, and alleges thereon that on January 31,
9 2015 (the night of the *Program* at issue herein, as more specifically defined in
10 paragraph 14), Defendant Bass Alsheleh a/k/a Basem H. Alsheleh personally, or by
11 specifically directed the employees of Campbell Cigar Club to unlawfully
12 intercepted and broadcast Plaintiff's *Program* at Campbell Cigar Club. The actions
13 of the employees of Campbell Cigar Club are directly imputable to Defendant Bass
14 Alsheleh a/k/a Basem H. Alsheleh by virtue of his ownership of Campbell Cigar
15 Club.

16
17 12. Plaintiff is informed and believes, and alleges thereon that the unlawful
18 broadcast of Plaintiff's *Program*, as supervised and/or authorized by Defendant
19 Bass Alsheleh a/k/a Basem H. Alsheleh, resulted in increased profits for Campbell
20 Cigar Club.

21 **COUNT I**

22 **(Violation of Title 47 U.S.C. Section 605)**

23
24 13. Plaintiff Joe Hand Promotions, Inc., hereby incorporates by reference all of
25 the allegations contained in paragraphs 1-12, inclusive, as though set forth herein at
26 length.

27
28 14. Pursuant to contract, Plaintiff Joe Hand Promotions, Inc., was granted the

1 exclusive nationwide commercial distribution (closed-circuit) rights to *Ultimate*
2 *Fighting Championship 183: Anderson Silva v. Nick Diaz*, telecast nationwide on
3 Saturday, January 31, 2015 (this included all under-card bouts and fight
4 commentary encompassed in the television broadcast of the event, hereinafter
5 referred to as the "*Program*").

6
7 15. Pursuant to contract, Plaintiff Joe Hand Promotions, Inc., entered into
8 subsequent sublicensing agreements with various commercial entities throughout
9 North America, including entities within the State of California, by which it granted
10 these entities limited sublicensing rights, specifically the rights to publicly exhibit
11 the *Program* within their respective commercial establishments in the hospitality
12 industry (i.e., hotels, racetracks, casinos, bars, taverns, restaurants, social clubs,
13 etc.).

14
15 16. As a commercial distributor and licensor of sporting events, including the
16 *Program*, Plaintiff Joe Hand Promotions, Inc., expended substantial monies
17 marketing, advertising, promoting, administering, and transmitting the *Program* to
18 its customers, the aforementioned commercial entities.

19
20 17. With full knowledge that the *Program* was not to be intercepted, received,
21 published, divulged, displayed, and/or exhibited by commercial entities
22 unauthorized to do so, each and every one of the above named Defendant, either
23 through direct action or through actions of employees or agents directly imputable to
24 Defendant (as outlined in paragraphs 7-12 above), did unlawfully intercept, receive,
25 publish, divulge, display, and/or exhibit the *Program* at the time of its transmission
26 at his commercial establishment in Campbell, California located at 831 Union
27 Avenue, Campbell, California 95008.

28 ///

1 18. Said unauthorized interception, reception, publication, exhibition, divulgence,
2 display, and/or exhibition of the Program by the Defendant was done willfully and
3 for purposes of direct and/or indirect commercial advantage and/or private financial
4 gain.

5
6 19. Title 47 U.S.C. Section 605, *et seq.*, prohibits the unauthorized publication or
7 use of communications (such as the transmission of the *Program* for which Plaintiff
8 Joe Hand Promotions, Inc., had the distribution rights thereto).

9
10 20. By reason of the aforesaid mentioned conduct, the aforementioned
11 Defendant, violated Title 47 U.S.C. Section 605, *et seq.*

12
13 21. By reason of the Defendant's violation of Title 47 U.S.C. Section 605, *et seq.*,
14 Plaintiff Joe Hand Promotions, Inc., has the private right of action pursuant to Title
15 47 U.S.C. Section 605.

16
17 22. As the result of the aforementioned Defendant's violation of Title 47 U.S.C.
18 Section 605, and pursuant to said Section 605, Plaintiff Joe Hand Promotions, Inc.,
19 is entitled to the following from the Defendant:

20
21 (a) Statutory damages for each violation of in an amount to \$10,000
22 pursuant to Title 47 U.S.C. Section 605(e)(3)(C)(i)(II); and also

23
24 (b) Statutory damages for each willful violation in an amount to
25 \$100,000.00 pursuant to Title 47 U.S.C. 605(e)(3)(C)(ii), and
26 also

27 ///

28 ///

(c) the recovery of full costs, including reasonable attorneys' fees, pursuant to Title 47 U.S.C. Section 605(e)(3)(B)(iii).

WHEREFORE, Plaintiff prays for judgment as set forth below.

COUNT II

(Violation of Title 47 U.S.C. Section 553)

23. Plaintiff hereby incorporates by reference all of the allegations contained in paragraphs 1-22, inclusive, as though set forth herein at length.

24. The unauthorized interceptions, reception, publication, divulgence, display, and/or exhibition of the *Program* by the above named Defendant was prohibited by Title 47 U.S.C. Section 553, *et seq.*

25. By reason of the aforesaid mentioned conduct, the aforementioned Defendant violated Title 47 U.S.C. Section 553, *et seq.*

26. By reason of the Defendant's violation of Title 47 U.S.C. Section 553, *et seq.*, Plaintiff Joe Hand Promotions, Inc., has the private right of action pursuant to Title 47 U.S.C. Section 553.

27. As the result of the aforementioned Defendant's violation of Title 47 U.S.C. Section 553, Plaintiff Joe Hand Promotions, Inc., is entitled to the following from Defendant:

(a) Statutory damages for each violation in an amount to \$10,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(A)(ii); and also

- 1 (b) Statutory damages for each willful violation in an amount to
2 \$50,000.00 pursuant to Title 47 U.S.C. § 553(c)(3)(B); and also
3
4 (c) the recovery of full costs pursuant to Title 47 U.S.C. Section 553
5 (c)(2)(C); and also
6
7 (d) and in the discretion of this Honorable Court, reasonable
8 attorneys' fees, pursuant to Title 47 U.S.C. Section 553
9 (c)(2)(C).

10
11 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

12
13 **COUNT III**

14 **(Conversion)**

15
16 28. Plaintiff's hereby incorporates by reference all of the allegations contained in
17 paragraphs 1-27, inclusive, as though set forth herein at length.

18
19 29. By their aforesaid acts of interception, reception, publication, divulgence,
20 display, and/or exhibition of the *Program* at his commercial establishment at the
21 above-captioned address, the aforementioned Defendant, tortuously obtained
22 possession of the *Program* and wrongfully converted same for their own use and
23 benefit.

24
25 30. The aforesaid acts of the Defendant was willful, malicious, egregious, and
26 intentionally designed to harm Plaintiff Joe Hand Promotions, Inc., by depriving
27 Plaintiff of the commercial license fee to which Plaintiff was rightfully entitled to
28

1 receive from them, and in doing so, the Defendant subjected the Plaintiff to severe
2 economic distress and great financial loss.

3
4 31. Accordingly, Plaintiff Joe Hand Promotions, Inc., is entitled to both
5 compensatory, as well as punitive and exemplary damages, from aforementioned
6 Defendant as the result of the Defendant's egregious conduct, theft, and conversion
7 of the *Program* and deliberate injury to the Plaintiff.

8
9 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

10
11 **COUNT IV**

12 **(Violation of California Business and Professions Code Section 17200, *et seq.*)**

13
14 32. Plaintiff hereby incorporates by reference all allegations contained in
15 Paragraphs 1-31, inclusive, as set forth herein at length.

16
17 33. By contract, Plaintiff Joe Hand Promotions, Inc., was granted exclusive
18 domestic commercial exhibition closed-circuit rights to the *Program*.

19
20 34. Plaintiff did not authorize transmission, interception, reception, divulgence,
21 exhibition, or display of the *Program* to the general public, persons at large, or to
22 the commercial establishment operated by the foregoing Defendant.

23
24 35. With full knowledge that the Program was not to be intercepted, received,
25 published, divulged, displayed, and/or exhibited by commercial entities
26 unauthorized to do so, Defendant either through direct action or through actions of
27 employees or agents directly imputable to Defendant by virtue of his respective
28 position and authority did unlawfully intercept, receive, publish, divulge, display,

1 and/or exhibit the Program at the real time transmission of the *Program's* broadcast
2 at the commercial establishment, as more particularly indicated and identified
3 above.

4
5 36. Plaintiff is informed and believes and alleges thereon that the Defendant
6 and/or his agents, servants, workmen, or employees performed the aforementioned
7 acts knowingly, willfully and to confer a direct or indirect commercial advantage
8 and/or private financial gain to the Defendant, to the detriment and injury of Plaintiff
9 and its business enterprise as a commercial distributor and closed-circuit licensor of
10 sports and entertainment television programming.

11
12 37. The Defendant's unauthorized interception, publication, divulgence and/or
13 exhibition was done by the Defendant wantonly, recklessly, and without regard
14 whatsoever for the intellectual property rights of the Plaintiff.

15
16 38. The aforementioned unlawful acts of each of the Defendant constituted,
17 unlawful, untrue, fraudulent, predatory, unfair, and deceptive trade practices, and by
18 reason of the aforementioned conduct, the Defendant, and each of them, violated
19 California and Professions Code Section 17200, *et seq.*

20
21 39. As a proximate result of the aforementioned acts attributable to the
22 Defendant, Plaintiff has been permanently deprived of the patronage of current,
23 previous and potential customers of the sports and entertainment programming it
24 licenses commercially to the hospitality industry, all to its severe financial injury
25 and loss in a sum to be determined at trial.

26
27 40. By reason of the Defendant's violation of California Business and Professions
28 Code Section 17200, *et seq.*, Plaintiff Joe Hand Promotions, Inc. is entitled to

1 restitution for its injuries, the disgorgement and turn-over of the Defendant's ill-
2 gotten gains, as well as injunctive and declaratory relief, from Defendant as may be
3 made more appropriately determined at trial.

4
5 41. Plaintiff is entitled to its attorneys' fees from the Defendant for enforcing
6 California Business and Professions Code Section 17200 as it meets the standards of
7 a private attorney general as specifically and statutorily defined under California
8 Civil Procedure Section 1021.5.

9
10 **WHEREFORE, Plaintiff prays for judgment as set forth below.**

11
12 **As to the First Count:**

- 13
14 1. For statutory damages in the amount of \$110,000.00 against the
15 Defendant and
16 2. For reasonable attorneys' fees as mandated by statute, and
17 3. For all costs of suit, including but not limited to filing fees, service of
18 process fees, investigative costs, and
19 4. For such other and further relief as this Honorable Court may deem
20 just and proper;

21
22 **As to the Second Count:**

- 23
24 1. For statutory damages in the amount of \$60,000.00 against the
25 Defendant and
26 2. For reasonable attorneys' fees as may be awarded in the Court's
27 discretion pursuant to statute, and
28

3. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and
4. For such other and further relief as this Honorable Court may deem just and proper.

As to the Third Count:

1. For compensatory damages in an amount according to proof against the Defendant and
2. For exemplary damages against the Defendant, and
3. For punitive damages against the Defendant, and
4. For reasonable attorneys' fees as may be awarded in the Court's discretion pursuant to statute, and;
5. For all costs of suit, including but not limited to filing fees, service of process fee, investigative costs, and;
6. For such other and further relief as this Honorable Court may deem just and proper.

///

///

///

///

///

///

///

///

///

///

///

///

As to the Fourth Count:

1. For restitution to the Plaintiff in an amount according to and from the Defendant, for his ill-gotten gains, and;
2. For declaratory relief, and;
3. For prohibitory and mandatory injunctive relief, and;
discretion pursuant to statute, and;
4. For all costs of suit, including but not limited to filing fees, service of process fees, investigative costs, and;
5. For such other and further relief as this Honorable Court may deem just and proper.

Dated: January 26, 2016

s/ Thomas P. Riley

LAW OFFICES OF THOMAS P. RILEY, P.C.

By: Thomas P. Riley

Attorneys for Plaintiff

Joe Hand Promotions, Inc.